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11 **UNITED STATES DISTRICT COURT**  
12 **FOR THE DISTRICT OF NEVADA**

13 COLE GUSTIN, by and through CARMEN  
14 GUSTIN, his Guardian ad Litem,  
15 Plaintiff,  
16 vs.  
17 PLANO MOLDING COMPANY, *et al.*  
18 Defendants.

Case No.: 2:14-cv-00700-RCJ-CWH  
Consolidated with:  
Case No. 2:15-cv-0589-JCM-CWH  
Hon. Robert C. Jones

19 **~~PROPOSED~~ ORDER APPOINTING**  
20 **GUARDIAN AD LITEM**

21 The Court having set this matter for hearing on July 20, 2015, before the Hon. C.W.  
22 Hoffman, Jr., regarding the replacement of CARMEN GUSTIN with a neutral guardian ad litem  
23 to be appointed by the Court; Plaintiff COLE GUSTIN and Defendants having submitted  
24 responsive briefing; CARMEN GUSTIN having joined with the response of COLE GUSTIN;  
and after hearing the arguments of counsel for all parties:

25 IT IS HEREBY ORDERED that for the protection of the claims of minor Plaintiff  
26 COLE GUSTIN, and for the avoidance of any conflict of interest with CARMEN GUSTIN as a  
27 Counterdefendant, new Guardians Ad Litem will be substituted in the stead of CARMEN  
28 GUSTIN.

1 IT IS FURTHER ORDERED that Dorothy Kyle, Esq. and Joseph Kyle, Esq.  
2 (collectively, "the Kyles") are hereby appointed as Guardians Ad Litem for Plaintiff COLE  
3 GUSTIN.

4 IT IS FURTHER ORDERED that the retainer presented to the Court on August 26,  
5 2015 is satisfactory and incorporated by reference, and counsel for Plaintiff may retain the  
6 Kyles on Plaintiff COLE GUSTIN's behalf and as an expense against his claims.

7  
8   
9 Hon. C.W. Hoffman, Jr.  
United States Magistrate Judge

10 DATED this 27th day of August, 2015.

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12  
13 Respectfully submitted by:

14 RYAN ALEXANDER, CHTD.

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Dorothy J. Kyle

Joseph F. Kyle

\_\_\_\_\_, 2015

Re: Retainer Agreement between RYAN ALEXANDER, ESQ. CHTD and Kyle & Kyle  
, Attorneys at Law. to engage the law firm to be the Guardian as Litem of COLE GUSTIN:

This letter will set forth the scope and terms of service on behalf of RYAN  
ALEXANDER, ESQ. CHTD. ("Client") by Kyle & Kyle, Attorneys at Law as Guardian ad  
Litem of COLE GUSTIN.

**Scope of Representation /Cooperation of Client**

You have retained the law firm with regard to being the Guardian ad Litem for COLE  
GUSTIN. The purpose is provide a review of any legal documents including settlement that  
may be made im his case.

Client agrees to cooperate with the attorney including providing any documents and  
information requested. Client further agrees to keep the attorney advised of the whereabouts of  
COLE GUSTIN and any legal proceedings which may require attendance by the Guardian ad  
Litem and to cooperate with the attorneys. The attorney agrees to keep Client apprised of  
significant developments.

**Financial Arrangements**

Client agrees to be responsible for compensation of the attorney in connection with all  
services provided to, and reimbursement of expenses incurred on behalf of Client. An invoice  
detailing such charges. You will be responsible for reviewing such invoices and communicating  
any objection to such charges on a timely basis. Since the Court must approve payment of the  
fees and costs no payment can be made until Court approval is obtained.

The total fees and costs which may be incurred in a particular matter are a factor of the  
issues which may be raised or may develop in a particular case and the complexity of the any  
documents to be reviewed. The bills for time are based upon hourly rates; however, charges are  
incurred in one-quarter of an hour increments. The hourly rates for Guardian Ad Litem are as  
follows:

Dorothy J. Kyle, Esq            \$150.00 an hour

Joseph F. Kyle, Esq.

\$150.00 an hour

There will only be a charge for one person as Guardian. The charge for Court attendance will be \$250 an hour.

In addition to fees, there charges for ordinary expenses, including electronic filing; electronic reproduction (\$ .25 per copy); facsimile transmission and receipt (\$ .25 per page; \$1.00 per page for long distance transmissions); ;messenger/courier service \$15 per run; computer research, long distance charges, extraordinary purchases, and any out of pocket expenses. Such expenses are subject to adjustment from time to time.

A deposit of a retainer sum is required For this matter, Dorothy and Joseph Kyle require a retainer of \$1,000 which will be applied immediately to service rendered .

### **Termination of Representation**

Client may terminate representation with or without cause, upon court approval. The attorney may move to terminate representation for cause including, but not limited to, failure to cooperate with the attorney or for any other reason including any statutory provisions. All fees and costs accrued through the termination of representation are immediately due and payable by Client upon termination by either Client or the attorney.

### **Retention of Files**

Unless otherwise stated or instructed below, the attorney shall retain Client's files for one (1) year following the earlier of the last billing activity in a particular matter or the notification of closing of the matter. If you wish files to be returned to you, rather than disposed of, please advise me in writing of the person and place to whom such files should be delivered.

### **Miscellaneous and General Covenants**

The undersigned warrants that they are authorized to execute the agreement on behalf of the applicable entity.

This Agreement constitutes the entire understanding between Client and the attorney. The terms of this Agreement cannot be modified except in writing, signed by the party to be charged.

This Agreement may be signed in counterparts, and a copy, facsimile, or reproduction of this Agreement and any signature is valid as if an original.

This Agreement is governed by the laws of the State of Nevada.

By executing this Agreement, you acknowledge that you have read it carefully and understand each of its terms.

**Conclusion**

If you have any questions concerning the foregoing, please call me. In addition, you are welcome to obtain independent legal advice regarding the terms of this Agreement. If these terms are acceptable to you, please execute this letter and return a copy to me. Please understand that we can assume no responsibility until the signed Agreement has been returned.

Sincerely,

A handwritten signature in black ink that reads "Dorothy J. Kyle". The signature is written in a cursive, flowing style.

Dorothy J. Kyle, Esq.  
Representing Kyle & Kyle

THE FOREGOING IS AGREED TO ON BEHALF OF CLIENT:

Date: \_\_\_\_\_, 2015

\_\_\_\_\_  
RYAN ALEXANDER, ESQ. CHTD.